I06077/16

10



एक सौ रुपये

₹0.100

RS. 100
ONE
HUNDRED RUPEES

सत्यमेव जयते

SELECTION OF THE PROPERTY OF T

পশ্চিমৰঙ্গ पश्चिम बंगाल WEST BENGAL

W 368374

dinined to registrate. The agreement sheet sheet sheet sheet sheet sheet sheet sheet the course the part of this document.

POWER OF ATTORNEY FOR DEVELOPMENT

Andrifo of District 24 Jacquis Song Jur, North 24 Jacquis 2 1 NOV 2016

TO ALL TO WHOM THESE :

We, (1) SRI SHYAMAL KRISHNA DEB, Son of Late Sudhir Ranjan Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Advocate, residing at: A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700110, PAN no. ADSPD8907A,

Contd...

Alokendu Bendrovedliver

M/s. RELIABLE CONSTRUCTION
Salya but Sun

Partner

- (2) **SRI UTPAL KUMAR DEB**, Son of Late Sudhir Ranjan Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at: A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata 700110, **PAN no. AAZPD7373E**,
- (3) SMT. ENA DEB, Wife of Late Amal Krishna Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata 700110, PAN no. AQBPD1303Q,
- (4) SMT. ANAMIKA DAS, Wife of Sri Avik Das, Daughter of Late Amal Krishna Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 58, Panchabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110, PAN no. AXUPB6099D,

SEND GREETINGS:-

Uokendu Bandvopailtyar

WHEREAS the Owner/executant no. 1 hereof namely Shyamal Krishna Deb, (S/o Sri Sudhir Ranjan Deb) has purchased a plot of land measuring more or less 2cottahs 8chittaks, bearing Sub-Plot no. 2 within Mouza - Sodepur, J.L. No. 8, Re. Su. no. 45, Touzi No. 172, comprised and contained in R.S. Dag No. 362, under R.S.Khatian No. 1419, P.S.-Khardah, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality by virtue of a Registered Bengali Deed of Sale, being No. 1739, from his predecessor-in-title namely Smt. Amiya Nag (Wife of Abinash Chandra Nag) and the śaid Bengali Deed of Sale was executed and registered on 21.04.1978 at the office of Sub-Registrar Barrackpore and the same was recorded in Book No. I, Vol. No. 38, noted within the pages from 111 to 114 being No. 1739 for the vear 1978.

Contd...3

M/s. RELIABLE CONSTRUCTION

LATAN BALL SM.

Partner

AND WHEREAS the Owner/executant no. 2 hereof namely Utpal Kumar Deb, (S/o Sri Sudhir Ranjan Deb) has purchased a plot of land measuring more or less 2cottahs 8chittaks, bearing Sub-Plot no. 1, within Mouza - Sodepur, J.L. No. 8, Re. Su. no. 45, Touzi No. 172, comprised and contained in R.S. Dag No. 362, under R.S.Khatian No. 1419, P.S.-Khardah, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality by virtue of a Registered Bengali Deed of Sale, being No. 1740, from his predecessor-in-title namely Smt. Amiya Nag (Wife of Abinash Chandra Nag) and the said Bengali Deed of Sale was executed and registered on 21.04.1978 at the office of Sub-Registrar Barrackpore and the same was recorded in Book No. I, Vol. No. 38, noted within the pages from 115 to 118, being No. 1740 for the year 1978.

AND WHEREAS in the manner aforesaid the Owner/executant No. 1 & 2 hereof by virtue of the aforesaid 2 separate Bengali Deed of Sale has became the lawful owner of the said landed property and possessing the said two adjacent plots of land i.e. (2cottahs 8chittaks + 2cottahs 8chittaks) Totalling 5 Cottahs of land and they are as being the full blooded brother jointly mutated their names before the Panihati Municipality. Thus the Owner/executant no. 1 & 2 herein have became the absolute and joint owners of the said 5 Cottahs of land be the same little more or less as sixteen annas owners and have been possessing the same peacefully, quietly and without any interruption of others and paying the relevant rents and taxes regularly.

AND WHEREAS the said Shyamal Krishna Deb & Utpal Kumar Deb while have been enjoying the actual physical possession of the said landed property, they jointly make a gift measuring more or less 3 Cottah undivided landed property out of their total 5 cottahs of landed property, within Mouza-Sodepur, J.L. No. 8, Re. Su. no. 45, Touzi No. 172, comprised and contained in R.S. Dag No. 362, under R.S.Khatian No. 1419, P.S.-Khardah, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality in favour of their three full blooded brother namely Sri Amal Krishna Deb, Sri Bimal Krishna Deb & Sri Kamal Krishna Deb by executing a Registered Bengali Deed of Gift being no. 1690 which was executed and registered on 30.03.1981 at the office of Sub-Registrar Barrackpore and the same was recorded in Book No. I, Vol. No. 49, noted within the pages from 77 to 80, being No. 1690, for the year 1981.

AND WHEREAS in the foregoing events the said Sri Shyamal Krishna Deb, Sri Utpal Kumar Deb, Sri Amal Krishna Deb, Sri Bimal Krishna Deb & Sri Kamal Krishna Deb have became the lawful joint owners of the said 5 cottahs of landed property having 1/5th undivided share in each part and they jointly mutated their names in the Assessment Registrar of Panihati Municipality, bearing Holding no. 166, Amarabati, Under Ward no. 17 and paying relevant taxes to the authority concern regularly.

AND WHEREAS the said Amal Krishna Deb while has been enjoying the actual physical possession of the said landed property he died intestate on 20.10.2001 leaving behind

Hokenda Bands qualloss

him his wife namely Smt. Ena Deb and only daughter namely Smt. Anamika Das (Wife of Sri Avik Das), as his surviving legal heirs and successors and the undivided 1/5th share of the total landed property as left by Amal Krishna Deb devolved upon the Owner no. 3 & 4 hereof as per the Law of Hindu Succession Act. 1956.

AND WHEREAS the said Sri Kamal Krishna Deb & Bimal Krishna Deb while have been enjoying the actual physical possession of undivided 2/5th share of the said landed property they sold out their undivided 2/5th Share i.e. (1cottah in the share of Kamal Krishna Deb+ 1cottah in the share of Bimal Krishna Deb) = undivided 2 Cottahs of land together with Undivided 100 sq.ft. R.T. Shed Standing thereon out of the total landed property i.e. 5 Cottahs of land togetherwith a 250sg.ft. R.T.Shed standing thereon in favour of the Developer firm namely "M/S. RELIABLE CONSTRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114 by executing a Registered Deed of Conveyance, being no 152406065 in Book no. I, which was executed and Registered on 21.11.2016, at the Office of A.D.S.R. Sodepur, Dist. North 24 Parganas, for the year 2016.

AND WHEREAS in the manner aforesaid the Owner/ executant Nos, 1 & 2 hereof by virtue of the said Bengali Deed of Sale and the Owner/executant Nos. 3 & 4 hereof by virtue of Inheritance from their deceased husband and father and the Developer firm hereof by virtue of its purchase have became the lawful joint owners of the said 5 cottahs

Mokendu Bandvojnadhvas

Salye but Si

of landed property be the same little more or less as sixteen annas owners and have been jointly possessing the same as ezmal peacefully, quietly and without any interruption of others and paying the relevant rents and taxes regularly.

AND WHEREAS the owners/executants is now desirous of developing the said land by constructed Multi Storeyed building (G+4) in accordance with the plan sanctioned by the Panihati Municipality and look for a responsible and reputed Developer/ Promoter who will be able to develop the properties in conjunction with the executants.

AND WHEREAS We the executants hereof jointly have entered into a Registered Development Agreement being 152406070 no. In Book No. I, which was executed by us on 21st day of November, 2016 at the office of A.D.S.R.O. Sodepur, Dist. North 24 Parganas with the developer "M/S. RELIABLE CONSTRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114 represented by its Paitners:

- (1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Building "DINANTA", 7, B.T. Road, Swadeshi Moré, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700114,
- (2) SRI UTTAM GOSWAMI, S/o Late Gouranga Goswami, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700113,
- (3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

Alokendu Bandyopadhyas

Contd...7

(4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das, by Nationality-Indian, By Religion-Hindu, by Occupation-Business, residing at: Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, for construction of a Multi storeyed Building/Complex (G+4), upon the said property consisting of several Numbers of Self Contained and independent Flats, Shop rooms, Godowns, Garages, Car Parking Space etc. on the terms, conditions and considerations mentioned in the said Agreement.

AND WHEREAS at the treaty of the said Agreement we have agreed to give a Power of Attorney in favour of the said Developer or as they may direct in order to enable him to get the plan sanctioned by the Panihati Municipality and other appropriate Authority to do all other acts and things.

AND WHEREAS the Developer has requested us to grant the said power of Attorney in favour of the Developer namely: "M/S. RELIABLE CONSTRUCTION" a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No.- L79152/2014 having its registered office at: 7, B.T. Road, Swadeshimore, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700114 represented by its Partners:

- (1) SRI SATYABRATA SINHA, S/o. Late Shyam Mohan Sinha, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Building "DINANTA", 7, B.T. Road, Swadeshi More, P.O. Panihati, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700114,
- (2) **SRI UTTAM GOSWAMI,** S/o Late Gouranga Goswami, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: Gouranga Nagar, P.O. Natagarh, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700113,

- (3) SRI SUJAY DAS, S/o. Late Shib Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 4 No. Deshbandhu Nagar, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,
- (4) SRI SHAMBHU NATH DAS, S/o. Late Narayan Chandra Das, by Nationality-Indian, By Religion-Hindu, by Occupation-Business, residing at: Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, which we hereby do:-

NOW KNOW YE AND THESE PRESENTS WITNESS that We, (1) SRI SHYAMAL KRISHNA DEB, Son of Late Sudhir Ranjan Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Advocate, residing at: A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700110, (2) SRI UTPAL KUMAR DEB, Son of Late Sudhir Ranjan Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at: A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700110, (3) SMT. ENA DEB, Wife of Late Amal Krishna Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: A-12, Amarabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata -700110, (4) SMT. ANAMIKA DAS, Wife of Sri Avik Das, Daughter of Late Amal Krishna Deb, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 58, Panchabati, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110, do hereby nominate, constitute and appoint the within named Developer to be our true and lawful Attorney to do and execute and perform all or any of the following acts, deeds, matters and things viz.

 To maintain, manage and administer the Said Land and every part thereof fully mentioned in the Schedule hereunder written in accordance with the terms and conditions mentioned in the said Development Agreement.

Alokendu Bandyopadhyay

- To enter into and defend the possession of the Said Land and every part thereof.
- 3. To sign and submit all papers, applications and documents for having the separation, amalgamation of the Said Land alongwith other lands and mutation, conversion if necessary, and record the same in all public records and with all authorities B.L & L.R.O, including the Municipality, in respect of the Said Land and to deal with such authority and authorities in any manner to have such separation, amalgamation, mutation and conversion effected.
- **4.** To engage and appoint Architects and Consultants, cause preparations of building plans, sign such plan or plans and appear before the Municipality and other authorities and Government Department and/or Officers for sanction of the said plan and all amendments thereof.
- 5. To sign all the relevant papers and documents including all plans and designs to develop the Said Land and to appear before all necessary authorities, including Municipalities, Fire Brigade and/or any other Competent Authority/ies, B.L. & L.R.O., Courts of any jurisdiction and Police etc.
- 6. To apply for and obtain electricity, water, gas, sewerage and/or connections of any other utilities, permits for lifts and also the completion and other certificates from the Municipalities and or other authorities.
- 7. To negotiate for sale and/or transfer of the Said Land with buildings and structures or portions thereof together with the undivided proportionate share in the Said Land from the Developer's Allocation at such price and on such terms and conditions as our said attorney may deem fit and proper.
- **8.** To execute Agreement for Sale, Deed of Exchange, Deed of Lease, Deed of Conveyance or other necessary papers/documents relating to transfer of the Said Land with buildings and structures and to receive the earnest/rent/premium/entire consideration amount and to give a proper and valid discharges for the same from the Developers' allocation.

- 9. To appear before any Registrar or Sub-Registrar of Assurances or any other registering authority having jurisdiction, to present for registration, admit execution, acknowledge and register according to the provisions of the law for the time being in force the Agreement for Sale, Deed of Lease, Deed of Conveyance and other necessary papers/documents related with the transfer of the Said Land with Buildings and structures signed by the said attorney and to endorse the receipt for such Agreement for Sale, Deed of Lease, Deed of Conveyance and other necessary papers/documents and to do all things necessary for completing registration of such Deed or Deeds.
- 10. To appear before Notary Public, District Registrars, Sub-Registrars, Registrar of Assurances and Executive Magistrate, any courts and all other officer or officers and authority or authorities in connection with enforcement of all powers and authorities as contained herein and also defend all suits, cases, appeals and applications whatsoever in nature.
- 11. To appoint any solicitor, advocate, pleader or counsel as may be necessary for prosecuting and defending any suit or proceedings in the matters relating to the Said Land.
- 12. To commence, prosecute, enforce, defend or oppose all actions or other legal proceedings including arbitration proceedings and to demand, touching any of the matters aforesaid and also if think fit, to compromise, refer to arbitration, abandon, submit to judgment or become nonsuited in any such action or proceedings as aforesaid, before any Court, Civil, Criminal or Revenue, including Rent Controller and Small Causes Court.
- 13. To accept notice and service of papers from any Court, Tribunal, Postal and/or other authorities and/or persons.
- 14. To receive and pay and/or deposit all moneys, including Court fees and receive, refunds and to receive and grant valid receipts and discharges in respect thereof. Alokendu Bandyopadhyay